

# **City Council Meeting Packet**



**March 17, 2020**

## AGENDA

Norton City Council

March 17, 2020

6:00 P.M.

1. Roll Call
2. Invocation – Rev. Ken Taylor
3. Pledge of Allegiance
4. Approval of Minutes
  1. Meeting of March 3, 2020
5. Audience for Visitors
6. Public Hearing
  - A. Public Hearing To Receive Public Input on a Proposed Community Development Block Grant (CDBG) Proposal to be Submitted to the Virginia Department of Housing and Community Development (DHCD) for the Southside Comprehensive Community Development Project.
    1. Public Hearing
    2. Comments by City Council
    3. Consideration by City Council
7. New Business
  - A. Request from the Southwest Virginia Regional Jail Authority for City Council Consideration of a Support Agreement for the Issuance of a Jail Facility Revenue Refunding Bond.
  - B. Presentation by the Southwest Virginia Recreation Authority.

- C. Request to Enter Into a Memorandum of Understanding Related to a Proposed Regional Grant Application to the Assistance to Firefighters Grant Program for Replacement of Aerial Platform Apparatus.
  - D. Request to Enter Into a Memorandum of Understanding Related to a Proposed Regional Grant Application to the Assistance to Firefighters Grant Program for Replacement of Communications Equipment.
  - E. Request for Authorization to Submit a Grant Application for a School Resource Officer at J. I. Burton High School
  - F. Request for Authorization to Submit a Grant Application to Renew the School Resource Officer at Norton Elementary & Middle School.
  - G. A Request to Refund Erroneously Assessed Personal Property Taxes.
8. Comments by the City Manager, City Attorney, and City Council.
9. Adjournment.

The regularly scheduled meeting of the Norton City Council was held Tuesday, March 3, 2020, at 6:00 p.m., in the Municipal Council Chambers with Mayor Joseph Fawbush presiding.

Present: William Mays, Robert Fultz, Jr., Joseph Fawbush, Mark Caruso, and Delores Belcher

Also Present: Fred L. Ramey, Jr., City Manager

The invocation was given by Pastor Roger Sloce and was followed by the Pledge of Allegiance led by Heart of Appalachia Tourism Executive Director David Woodard.

Upon a motion by Councilman Fultz, seconded by Councilman Mays, and passed by the following vote: YES – Mays, Fultz, Fawbush, Caruso, Belcher, NO – None, ABSENT – None, council moved to adopt the minutes of the February 18, 2020, as corrected. On page 1, paragraph 4, the date of the adopted minutes should read “February 4, 2020” not “February 18, 2020,” and on page 5, the last sentence of Councilman Caruso’s comments should read “\$500 fine for littering” instead of “\$500 litter signs.”

There was no response to the Mayor’s Call for Visitors.

A public hearing was held concerning the intention of the City of Norton, Virginia, to propose the passage of Resolution Authorizing the Issuance of a General Obligation Taxable Line of Credit Note in a Principal Amount not to Exceed \$3,000,000.

Mr. Ramey, via a PowerPoint presentation, discussed the background and purpose of establishing a Line of Credit Note for the city. He said Davenport & Company, Inc., the city’s financial advisor, is recommending that the city accept the Request for Proposal (RFP) under Powell Valley National Bank for a five-year term. Their proposal had a fixed interest rate of 3.95%, the ability to draw down funds as needed with no additional fees for the unused line of credit, prepayment flexibility, and no bank closing fees. Mr. Ramey said to move forward with establishing the line of credit city council must hold a public hearing and approve the funding documents in council’s packet prepared by the city’s bond counsel, Sands Anderson, PC. He said the city attorney had reviewed and approved the documents in the council packet.

After a brief discussion, Mayor Fawbush opened the public hearing.

There being no public comments, Mayor Fawbush closed the public hearing.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by the following unanimous roll call vote: YES – Fultz, Belcher, Caruso, Mays, Fawbush, NO – None, ABSENT – None, council moved to adopt A Resolution Authorizing the city’s bond counsel, Sands Anderson, PC., to move forward with the Issuance of a General Obligation Taxable Line of Credit Note in a Principal Amount not to Exceed \$3,000,000. (Insert)

The next agenda item was an update from Executive Director David Woodard on the Virginia Coalfield Regional Tourism Authority, doing business as Heart of Appalachia Tourism Authority.

While Mr. Woodard gave council an update on the Heart of Appalachia (HOA), Joe Morton and Kim Short, HOA employees, provided members with a packet of information on

HOA and pins. He informed council that HOA has mainly developed into a marketing agency for the City of Norton and the seven counties HOA serves. He said the organization went through a rebranding and uses the new logo "Bringing you Home," which recently won an award at an Atlanta Tradeshow. Mr. Woodard shared HOA's goals of strategic marketing, increasing locality revenues, and promoting the region as a place to visit, live, and retire. He also shared the agency's marketing plans such as tabling at the Appalachian Backroads Trade Shows, sharing our music and culture in Raleigh, North Carolina, taking out print ads in Blue Ridge Outdoors Magazine and others, and working with Spearhead Trails on several marketing initiatives. Mr. Woodard said HOA has new marketing ideas for the region that include an aggressive regional and national media awareness, working with similar organizations, an increased awareness in Richmond, and pushing other opportunities available in the area such as hiking, biking, rock climbing, music, and other items. Finally, Mr. Woodard said HOA is bringing in staff from various welcome centers in April to showcase the area and inform them about all the region has to offer. He said welcome center staff speak with a lot of travelers and this is one of the best ways to get the message out about what the area has to offer visitors.

After Mr. Woodard answered several questions, Mayor Fawbush thanked Mr. Woodard and his staff for the update.

In council's packet for review and consideration was a Memorandum of Understanding (MOU) between the Southwest Virginia's Children's Advocacy Center (CAC) of Mountain Empire Older Citizens and Norton Police Department

Mr. Ramey said Police Chief James Lane was contacted by CAC and was advised that a few modifications needed to be made to the MOU between the two entities, and that the city attorney had reviewed the MOU.

Chief Lane added that CAC has trained professionals to work with children who may need to be interviewed and that CAC provides services that the city would want to offer its citizens.

Upon a motion by Councilwoman Belcher, seconded by Councilman Mays, and passed by unanimous vote, council moved to approve the Memorandum of Understanding between the CAC and the Norton Police Department and authorized Chief Lane to sign the MOU.

Council had been presented in their packets with a Proclamation Proclaiming the Month of April as Fair Housing and Endorsing Fair Housing in the City of Norton.

The city manager told council as part of any grant through the Virginia Department of Housing and Community Development there is an obligation when under contract to fulfill an annual fair housing requirement. He said there are several things a locality can do to fulfill this requirement and this year city administration chose the concept of endorsing fair housing in the City of Norton as well as proclaiming April as Fair Housing Month.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by unanimous vote, council moved to adopt a Proclamation Proclaiming the Month of April as Fair Housing and Endorsing Fair Housing in the City of Norton. (Insert)

Included in packets for council consideration was a transfer to Norton City Schools, dated February 26, 2020, in the amount of \$150,000.00 to cover February payroll expenditures.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, council moved to confirm the transfer to Norton City Schools, as stated above.

In comments from the city manager:

Mr. Ramey told council that he expects the following three items to be on the March 17<sup>th</sup> council agenda: the city will hold a public hearing for a housing initiative on Southside; the director of the Southwest Virginia Regional Jail Authority will attend the meeting to request that the city approves a refunding resolution for the most recent bond resolution; and the FY19 audit presentation.

Mr. Ramey asked council about having a workshop Saturday, March 7<sup>th</sup>. After a brief discussion with council, Mr. Ramey said he would email council members potential dates to schedule a workshop.

Mr. Ramey gave council members a packet containing a fact sheet, a map of downtown, a flyer, and application for the Norton Business Challenge and said the challenge is being advertised.

Mr. Ramey advised one of the bids for the Pedestrian Safety Action Plan (PSAP) Intersection Enhancements came within budget and the project has been forwarded to the Virginia Department of Transportation (VDOT) for approval.

Mr. Ramey said a bid opening is scheduled for next week for the Project Intersection Highwall Removal project.

Mr. Ramey told council he provided members with copies of the latest monthly financials.

He said the tennis court ribbon cutting ceremony is scheduled at 4:00 p.m., Wednesday, March 11<sup>th</sup>.

The following comments were made by council members:

Councilman Fultz said his grandson Lucas Addison has been a page for the Virginia House of Delegates in Richmond since January 5<sup>th</sup>. He said today a mock session for the pages was held and they brought 26 bills to the floor and his grandson was Speaker of the House and he noted that the students did a great job.

Councilman Caruso said the Complete Count Committee meeting is scheduled at 5:00 p.m., Thursday, March 5<sup>th</sup>. April 1<sup>st</sup> is Census Day, and Councilman Caruso asked members to encourage every neighbor to register all family and household members.

Councilman Caruso asked Mr. Ramey if he had received the measurements on the Ridge Avenue stacked stone wall.

Mr. Ramey said he had not received the report, but he expects it within the next couple of days.

Councilman Caruso said he looks forward to council's workshops and receiving the dates for the workshops.

There being no further business to come before council, Mayor Fawbush declared the meeting adjourned.

CITY OF NORTON, VIRGINIA

---

Joseph Fawbush, Mayor

ATTEST:

---

Rebecca K. Coffey, Clerk of Council

**RESOLUTION IN SUPPORT OF  
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION  
SOUTHSIDE COMPREHENSIVE COMMUNITY DEVELOPMENT**

**WHEREAS**, the City of Norton, Virginia, wishes to apply for \$1,500,000 in Virginia Community Development Block Grant (VCDBG) funds for the "Southside Comprehensive Community Development" project; and

**WHEREAS**, funding representing the balance of the total project cost is detailed within the VCDBG application; and

**WHEREAS**, citizen participation requirements have been met through two duly advertised public hearings; and

**WHEREAS**, the project will meet the VCDBG National Objective of providing benefit to low- or moderate income (LMI) persons by providing housing rehabilitation services to fourteen (14) households, all of whom are LMI households, and by providing improved water service and other infrastructure improvements in a neighborhood determined via survey to be low- and moderate-income.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of Norton, Virginia, that the City Manager of the City of Norton is hereby authorized to sign and submit any and all appropriate documents relevant to this Virginia Community Development Block Grant proposal.

Adopted this 17<sup>th</sup> day of March, 2020.

**CITY OF NORTON, VIRGINIA**

\_\_\_\_\_  
Joseph Fawbush, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

### **NOTICE OF PUBLIC HEARING**

The City of Norton will conduct a public hearing on Tuesday, March 17, 2020, at 6:00 p.m., in the City Council chambers, 618 Virginia Avenue NW, Norton, to solicit public input on a proposed Community Development Block Grant (CDBG) proposal to be submitted to the Virginia Department of Housing and Community Development for the Southside Comprehensive Community Development project. The project will involve the rehabilitation of identified residential structures, demolition of identified derelict structures, and various improvements to utility and other infrastructure in the Southside neighborhood. All interested citizens are encouraged to attend.

A draft CDBG proposal or a project fact sheet will be presented for comment along with information on projected beneficiaries, including the number of low- and moderate-income residents to benefit from the proposed project, and plans to minimize displacement. Citizens will also be given an opportunity to comment on the City's past use of CDBG funds. A project fact sheet will also be available at LENOWISCO Planning District Commission, Duffield, VA. For additional information, contact Mr. Fred Ramey, Norton City Manager, at (276) 679-1160.

Complaints and grievances can be submitted in writing to the City Manager's office at Norton City Hall, 618 Virginia Avenue NW, Norton VA 24273, or by phone at (276) 679-1160, until the date of the hearing.

If you plan to attend and have any special needs requirements, please call the number listed above.



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTON, VIRGINIA,  
APPROVING THE EXECUTION AND DELIVERY OF A SUPPORT AGREEMENT OR  
AGREEMENTS WITH THE SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY  
FOR THE ISSUANCE BY SUCH AUTHORITY OF ITS JAIL FACILITY REVENUE  
REFUNDING BOND OR BONDS**

**WHEREAS**, the Southwest Virginia Regional Jail Authority (the “**Authority**”) is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (the “**Act**”) by resolutions duly adopted by the governing bodies of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise, Virginia and the City of Norton, Virginia (collectively, the “**Member Jurisdictions**”) for the purpose of developing regional jail facilities (collectively, the “**Regional Jail**”) to be operated on behalf of the Member Jurisdictions by the Authority;

**WHEREAS**, the Authority and the Member Jurisdictions have entered into a Southwest Virginia Regional Jail Authority Service Agreement, dated February 1, 2003, which was amended to include Tazewell County by an Amended Service Agreement dated as of July 1, 2005 (the “**Service Agreement**”), in which the Authority has agreed to, design, construct and equip the Regional Jail and obtain financing therefor.

**WHEREAS**, the Authority proposes to issue its jail facility revenue refunding bond (the “**Local Bond**”) to finance the refunding, redemption and defeasance of all or a portion of the Authority's outstanding \$65,955,000 Jail Facilities Revenue and Refunding Bond, Series 2013 (the “**2013 Bond**”), subject to certain debt service savings parameters as determined by the Authority, in an aggregate principal amount sufficient to refund, redeem and defease the 2013 Bond;

**WHEREAS**, the Authority's financial advisor, Davenport & Company LLC (the “**Financial Advisor**”) has advised the Authority that the Virginia Resources Authority (“**VRA**”), a public body corporate and political subdivision of the Commonwealth of Virginia, is willing to refinance the 2013 Bond, if appropriate, at favorable rates to the Authority through one or more of its pooled loan bond program financings in calendar year 2020;

**WHEREAS**, VRA has indicated its willingness to purchase such Local Bond from a portion of the proceeds of its Series 2020 VRA Bonds (as more particularly defined in the below-defined Local Bond Sale and Financing Agreement, the “**VRA Bonds**”) and to provide a portion of the proceeds thereof to the Authority to refinance the 2013 Bond and pay certain costs of issuance of the Local Bond, in accordance with the terms of a Local Bond Sale and Financing Agreement to be dated as of a date to be specified by VRA, between VRA and the Authority (the “**Local Bond Sale and Financing Agreement**”);

**WHEREAS**, VRA has indicated that its agreement to purchase the Local Bond will be conditioned upon each of the Member Jurisdictions undertaking non-binding obligations to appropriate from time to time moneys to the Authority in connection with payments due on the Local Bond and any unrefunded portion of the 2013 Bond;

**WHEREAS**, the City Council (**the “City Council”**) of the City of Norton, Virginia (**the “City”**) has through the issuance of the 2013 Bond and the execution of the Service Agreement previously indicated its support of the financing of the Regional Jail financed and refinanced through the issuance of the 2013 Bond and the issuance of the Local Bond by the Authority and desires to enter into an amended and restated support agreement evidencing such obligation to better secure VRA (**the “Support Agreement”**) similar to the support agreement entered into by the City in connection with the issuance of the 2013 Bond.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTON, VIRGINIA:**

1. It is determined to be in the best interests of the City and its citizens for the City Council to support the issuance of the Local Bond by the Authority and enter into the Support Agreement.
2. It is acknowledged and agreed that (i) VRA would not purchase the Local Bond without the security and credit enhancement provided by the Support Agreement, (ii) VRA will be an express, intended third party beneficiary of the Service Agreement, and (iii) VRA is treating the Support Agreement as a “local obligation” within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended, including amendments thereto taking effect as of July 1, 2011 (**the “Virginia Code”**), which in the event of a nonpayment thereunder authorizes VRA or the trustee for VRA's bonds to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, VRA is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the City of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the City for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.
3. In consideration of the Authority’s undertakings with respect to the refunding of all or a portion of the 2013 Bond, the Mayor or Vice-Mayor of the City Council, either of whom may act, is hereby authorized and directed to execute and deliver the Support Agreement. The Support Agreement shall be in substantially the forms presented to this meeting, which are each hereby approved, with such completions, omissions, insertions or changes not inconsistent with this resolution as may be approved by the Mayor or Vice-Mayor of the City Council, in their sole discretion, the execution thereof by the Mayor or Vice-Mayor of the City Council to constitute conclusive evidence of his or her approval of such completions, omissions, insertions or changes.
4. The City Manager is hereby authorized and directed to carry out the obligations imposed by the Support Agreement on the City Manager, and to take all proper steps on behalf of the City as may be required, in accordance with the plan of financing set forth above, including, but not limited to, any amendments, supplements or certifications under the

Service Agreement in connection therewith, if any, or any other documents relating to the refunding, redemption and defeasance of the 2013 Bond.

5. Nothing contained herein or in the Support Agreement is or shall be deemed to be a lending of the credit of the City to the Authority, VRA or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the City, nor shall anything contained herein or in the Support Agreement legally bind or obligate the City Council to appropriate funds for purposes described in the Support Agreement.
6. All actions previously taken by representatives or agents of the City in furtherance of the plan of financing of the Project, the refinancing of the 2013 Bond and the issuance of the Local Bond are hereby ratified and approved.
7. This resolution shall take effect immediately.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the City Council of the City of Norton, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on \_\_\_\_\_, 2020, by the City Council with the following votes:

Aye:

Nay:

Abstentions:

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Clerk, City Council

**EXHIBIT A****SUPPORT AGREEMENT  
CITY OF NORTON, VIRGINIA**

**AMENDED AND RESTATED SUPPORT AGREEMENT  
SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY AND NORTON COUNTY**

**THIS AMENDED AND RESTATED SUPPORT AGREEMENT (this "Support Agreement")** is made as of \_\_\_\_\_, 2020, among the **CITY OF NORTON, VIRGINIA (the "City")**, **SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY (the "Jail Authority")**, and the **VIRGINIA RESOURCES AUTHORITY ("VRA")**, as purchaser of the Local Bond, as hereinafter defined, pursuant to an Indenture of Trust dated as of June 1, 2013 (**the "Indenture"**), between the Jail Authority and REGIONS BANK, as Trustee, and a Local Bond Sale and Financing Agreement dated as of \_\_\_\_\_, 2020 (**the "Local Bond Sale and Financing Agreement"**), between VRA and the Jail Authority.

**RECITALS:**

**WHEREAS**, the Jail Authority is a regional jail authority pursuant to Section 53.1-95.2 et seq. of the Code of Virginia, as amended, and a public instrumentality of the Commonwealth of Virginia by resolutions duly adopted by the governing bodies of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise, Virginia and the City of Norton, Virginia (**collectively, the "Member Jurisdictions"**) for the purpose of developing regional jail facilities (**collectively, the "Regional Jail"**) to be operated on behalf of the Member Jurisdictions by the Authority;

**WHEREAS**, the Jail Authority has determined that it is in its best interest to issue and sell its Jail Facilities Revenue Refunding Bond, Series 2020 in an original aggregate principal amount of \$\_\_\_\_\_ (**the "Local Bond"**) to VRA pursuant to the terms of the Local Bond Sale and Financing Agreement to finance the refunding, redemption and defeasance of all or a portion of the Authority's outstanding \$65,955,000 Jail Facilities Revenue and Refunding Bond, Series 2013 (**the "2013 Bond"**) issued to finance and refinance the costs of constructing, renovating and improving the Regional Jail;

**WHEREAS**, VRA requires each Member Jurisdiction, as a condition to the purchase by VRA of the Local Bond, to enter into a Support Agreement; and

**WHEREAS**, in connection with the issuance by the Jail Authority and the purchase by VRA of the Local Bond, the City Council of the City (**the "City Council"**) adopted on \_\_\_\_\_, 2020, a resolution authorizing, among other things, the execution and delivery of an agreement providing for a non-binding obligation of the City Council to consider certain appropriations in support of the Local Bond.

**WHEREAS**, the City Council, the Authority and VRA wish to enter into this Amended and Restated Support Agreement to reflect the refunding of the 2013 Bond and the issuance and sale of the Local Bond.

## AGREEMENT

**NOW, THEREFORE**, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Local Bond Sale and Financing Agreement.

2. The Jail Authority shall use its best efforts to issue the Local Bond, and to use the proceeds thereof to pay the costs of refunding the 2013 Bond and refinancing the Regional Jail.

3. No later than May 15 of each year, beginning May 15, 20\_\_, the Jail Authority shall notify the City of the City's share (**the "Annual Deficiency Amount"**), pursuant to the Service Agreement, of the amount by which the Jail Authority reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Local Bond Sale and Financing Agreement and the Local Bond and any unrefunded debt service due on the 2013 Bond, if any, (ii) the Operation and Maintenance Expenses, and (iii) any other payments due and owing by the Jail Authority under the Local Bond Sale and Financing Agreement in full as and when due during the City's fiscal year beginning the following July 1.

4. The City Manager of the City (**the "City Manager"**) shall include the Annual Deficiency Amount in his budget submitted to the City Council for the following fiscal year as an amount to be appropriated to or on behalf of the Jail Authority. The City Manager shall deliver to VRA within ten days after the adoption of the City's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the City Council has appropriated to or on behalf of the Jail Authority an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Jail Authority shall notify the City of the amount of such insufficiency and the City Manager shall request a supplemental appropriation from the City Council in the amount necessary to make such payment.

6. The City Manager shall present each request for appropriation pursuant to paragraph 5 above to the City Council, and the City Council shall consider such request at the City Council's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the City Manager shall notify VRA as to whether the amount so requested was appropriated. If the City Council shall fail to make any such appropriation, the City Manager shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the City by the City Manager for the City's next fiscal year.

7. The City Council hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The City Council, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future City Councils do likewise.

8. The City acknowledges and agrees that (i) VRA would not purchase the Local Bond without the security and credit enhancement provided by this Support Agreement, (ii) VRA will be an express, intended third party beneficiary of the Service Agreement and (iii) VRA is treating this Support Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended, including amendments thereto taking effect as of July 1, 2011 (the "Virginia Code"), which in the event of a nonpayment hereunder authorizes VRA or the Trustee to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, VRA is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the City of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the City for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

9. Nothing herein contained is or shall be deemed to be a lending of the credit of the City to the Jail Authority, VRA or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the City, nor shall anything herein contained legally bind or obligate the City Council to appropriate funds for the purposes described herein.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the City, to [618 Virginia Avenue NW, P.O. Box 618, Norton, VA 24273] Attention: City Manager, (ii) if to the Jail Authority, to 16325 Taylor Place, Suite 400, Abingdon, Virginia 24211, Attention: Administrator, and (iii) if to VRA, to 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

11. It is the intent of the parties hereto that this Support Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Support Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by Jail Authority under the Local Bond Sale and Financing Agreement have been paid in full.

13. This Support Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the parties hereto have each caused this Support Agreement to be executed in their respective names as of the date first above written.

**CITY OF NORTON, VIRGINIA**

By: \_\_\_\_\_  
Mayor

**SOUTHWEST VIRGINIA REGIONAL JAIL  
AUTHORITY**

By: \_\_\_\_\_  
Chairman

**VIRGINIA RESOURCES AUTHORITY**

By: \_\_\_\_\_  
Executive Director



# Discussion Materials: Potential Refinancing

Southwest Virginia Regional Jail Authority



March 2, 2020



# Background

- Davenport & Company LLC (“Davenport”) was originally hired as Financial Advisor to the Southwest Virginia Regional Jail Authority Task Force in 2000.
- After the Southwest Virginia Regional Jail Authority (the “Authority”) was formed in the early 2000’s, Davenport continued to serve as the Authority’s Financial Advisor and assisted the Authority with:
  - Obtaining inaugural bond ratings; and
  - Issuing the original 2003 Bonds that funded the construction of the original three jail facilities.
- In 2013, Davenport assisted the Authority with a strategic Plan of Finance that incorporated the following components:
  - Issuance of 2013A Bonds totaling \$65,955,000 through Virginia Resources Authority (“VRA”) for the following reasons:
    - Refunding the Authority’s 2003 Bonds for interest rate savings; and
    - Jail Facility New Construction/expansion.
  - Issuance of \$18,125,000 of short-term 2013 Grant Anticipation Notes to fund the Commonwealth’s 50% share of the Jail Facility New Construction/expansion. (Note: Repaid by Commonwealth grants in 2016).
- In early 2020, Davenport identified a potential refunding opportunity with respect to the above 2013A Bonds.



# Potential Refunding Candidates

- The following information highlights the portion of the 2013A Bonds issued through VRA that are Potential Refunding Candidates based on current market conditions:

***Original Issuance = \$65,955,000***

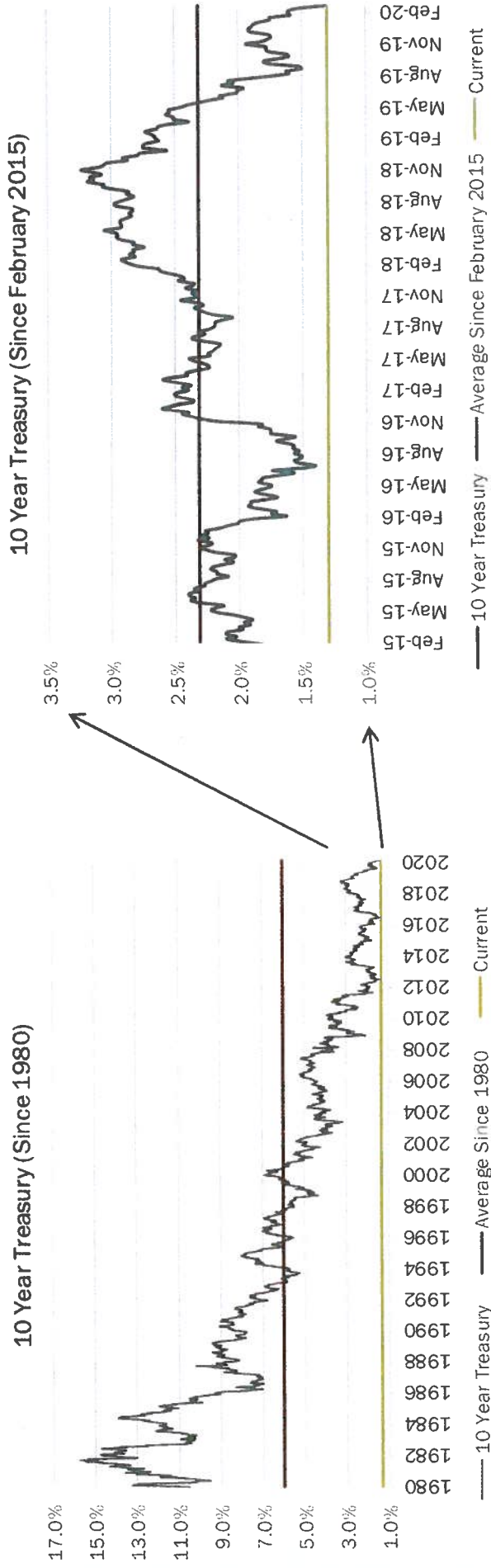
– Remaining Outstanding Debt \$55,670,000

– <b><i>Potential Refunding Candidates generating refunding savings <sup>(1)</sup> \$30,780,000</i></b>		
– Average Interest rate range of Refunding Candidates		4.8%
– Maturity range of Refunding Candidates	11/1/2025 to 11/1/2042	

**DAVENPORT & COMPANY** <sup>(1)</sup> The results reflected herein are based upon preliminary current market estimates as of 2/27/2020 and are subject to change.



# Taxable Interest Rate Environment



As shown in the charts above, long term interest rates have continued to decline and are at 50-year historic lows.

# Summary of Refunding Results

## 2020 VRA Spring Pool | Refunding of 2013A Bonds



- Estimated Refunding Bond size is \$35.4 Million.
- The refinancing of the 2013A Infrastructure Revenue Bonds does not extend any debt.
- The refinancing is for interest rate reduction and cash flow savings purposes.
  - Average interest rate decreases from 4.8% to 2.3%.<sup>(1)</sup>
- Estimated cash flow savings is approximately \$4.7 Million over the life of the refinancing.
  - Average of \$253,500 annually through FY 2036; \$90,000 annually thereafter.
  - Present Value Savings is approximately 12.0% - well above the industry standard 3.0% benchmark.

Year	Estimated Annual Savings		
	Net Prior Bond Debt Service	Net Refunding Debt Service <sup>(1)</sup>	Annual Savings
6/30/2021	\$ 1,530,975	\$ 1,276,653	\$ 254,322
6/30/2022	1,530,975	1,281,185	249,790
6/30/2023	1,530,975	1,278,876	252,099
6/30/2024	1,530,975	1,276,265	254,710
6/30/2025	1,530,975	1,278,255	252,720
6/30/2026	3,338,441	3,084,398	254,043
6/30/2027	3,326,194	3,072,792	253,401
6/30/2028	3,304,719	3,053,196	251,523
6/30/2029	3,288,888	3,031,558	257,330
6/30/2030	3,283,059	3,031,976	251,083
6/30/2031	3,271,850	3,018,985	252,865
6/30/2032	3,255,259	3,002,604	252,656
6/30/2033	3,243,031	2,992,633	250,399
6/30/2034	3,226,663	2,969,651	257,011
6/30/2035	3,216,441	2,964,130	252,311
6/30/2036	2,834,572	2,580,550	254,022
6/30/2037	931,034	840,164	90,870
6/30/2038	929,122	839,332	89,790
6/30/2039	923,984	832,982	91,003
6/30/2040	920,419	831,115	89,304
6/30/2041	919,931	828,657	91,275
6/30/2042	917,394	825,608	91,786
6/30/2043	912,806	821,968	90,839
<b>Total</b>	<b>\$ 49,698,682</b>	<b>\$ 45,013,532</b>	<b>\$ 4,685,149</b>

(1) Estimated Current Market as of 2/27/2020; preliminary and subject to change. Preliminarily, VRA anticipates pricing bonds on or about 5/13 and closing on or about 5/27. The analysis herein reflects the same timing and is subject to change.



# Sensitivity Analysis

## 2020 VRA Spring Pool | Refunding of 2013A Bonds



### ■ Current Market savings approximates

\$4.7 Million (12.0% Present Value) –  
Column B.

### ■ If rates increased by 25 basis points (0.25%), estimated savings would approximate \$3.6 Million (9.0% Present Value) – Column C.

### ■ If rates increased by 50 basis points (0.50%), estimated savings would approximate \$2.5 Million (6.1% Present Value) – Column D.

A				B		C		D	
1	Rates			Current Market		Current Market +25bps		Current Market + 50bps	
2	Closing Date			5/27/2020		5/27/2020		5/27/2020	
3	Call Date			11/1/2023		11/1/2023		11/1/2023	
4	Tax Status			Taxable		Taxable		Taxable	
5									
6	Gross Savings			\$ 4,685,149		\$ 3,597,273		\$ 2,499,450	
7	Net Present Value Savings			\$ 3,708,497		\$ 2,780,536		\$ 1,882,285	
8	% Net Present Value Savings			12.05%		9.03%		6.12%	
9	Value of Negative Arbitrage			\$ 1,303,531		\$ 1,569,597		\$ 1,832,960	
10	Annual Savings (FY)								
11	2021			254,322		195,508		136,725	
12	2022			249,790		195,240		135,625	
13	2023			252,099		193,269		134,259	
14	2024			254,710		196,640		138,242	
15	2025			252,720		195,413		132,679	
16	2026			254,043		194,822		135,088	
17	2027			253,401		194,656		135,286	
18	2028			251,523		193,403		139,511	
19	2029			257,330		195,051		131,889	
20	2030			251,083		194,841		132,755	
21	2031			252,865		192,887		137,064	
22	2032			252,656		194,227		134,924	
23	2033			250,399		193,767		131,394	
24	2034			257,011		192,563		132,485	
25	2035			252,311		195,382		137,901	
26	2036			254,022		194,441		134,482	
27	2037			90,870		70,784		50,434	
28	2038			89,790		66,708		48,311	
29	2039			91,003		70,047		48,741	
30	2040			89,304		70,518		46,519	
31	2041			91,275		69,790		48,240	
32	2042			91,786		67,812		48,774	
33	2043			90,839		69,506		48,123	
34	Total			\$ 4,685,149		\$ 3,597,273		\$ 2,499,450	

#### Notes:

- Estimated Current Market as of 2/27/2020; preliminary and subject to change.
- VRA bonds would price in late May 2020; therefore, we have assumed a closing date of 5/27/2020.

# Timetable & Next Steps | VRA Spring Pool



Date	Task
Month of March/Early April – prior to April 14	Member Jurisdictions approve Authorizing Resolutions and form of Support Agreements.
No Later Than April 14	<p>VRA Key Date / Authority Board Meeting</p> <ul style="list-style-type: none"> <li>▪ Deadline for all Local Resolutions / Support Agreements to be adopted by Member Jurisdictions.</li> <li>▪ Authority takes formal action through resolution(s) to approve moving forward with the refunding and Target Savings parameters.</li> </ul>
May 13	VRA Tentative Bond Sale Date – interest rates fixed.
May 27	VRA Tentative Closing Date.





# Municipal Advisor Disclosure

The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein.

This material may not be sold or redistributed without the prior written consent of Davenport. Version 1.13.14 JU | RT | RK | DR

**DAVENPORT & COMPANY**

March 2, 2020



# Inter-Office Memo

**To:** Mayor and City Council  
**From:** Fred L. Ramey, Jr., City Manager *FR*  
**CC:**  
**Date:** March 7, 2020  
**Re:** Southwest Regional Recreation Authority

---

The executive director of the Southwest Regional Recreation Authority will provide City Council with an update on their activities.

Thank You.

**2019 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM  
REGIONAL GRANT APPLICATION  
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereafter “participating agencies”):

Big Stone Gap Fire Department – EIN – 54-6001145  
 Coeburn Fire Department – EIN – 54-6001225  
 Norton Fire Department – EIN – 54-6001476  
 Pound Fire Department – EIN – ??-???????  
 Wise Fire Department – EIN – 54-6001686

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies listed above.

**WHEREAS**, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grant (AFG) Program; and

**WHEREAS**, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG Program; and

**WHEREAS**, the City of Norton has been selected through this MOU to be the host agency to file a regional AFG grant application (the “Application”) on behalf of the participating agencies, and

**WHEREAS**, the City of Norton has been selected through this MOU to administer the 2019 regional AFG Program grant award and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

**WHEREAS**, the City of Norton agrees to serve as host agency for the procurement and disbursement of all equipment received under the AFG Program grant award in the event of approval; and

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

**PURPOSE**

This MOU establishes the relationship between the participating agencies for participation in a 2019 Regional Assistance to Firefighters Grant (AFG) Program grant award in the event of approval of this application.

## **PROCEDURES**

1. The City of Norton will serve as the host agency to submit a 2019 regional AFG Program grant application and serve as grant administrator for the participating agencies in the event of approval of the Application.
2. Pursuant to the AFG Program guidelines, all items approved under the Application will be procured and administered through the City of Norton in the event of approval of the Application.
3. The City of Norton agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide the City of Norton Fire Department with this information on a timely basis to remain in compliance with the requirements of the grant.
4. The participating agencies agree to accept the 2019 regional AFG Program grant award.
5. In the event of a reduced award, the participating agencies agree to accept this amount.
6. Any expenditure beyond the grant award for an agency's approved item(s) remains the sole responsibility of that agency.
7. The participating agencies agree to allow the City of Norton to procure the assets if awarded under the regional AFG Program grant.
8. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, the City of Norton will coordinate this training.
9. The participating agencies agree to promptly provide any additional documentation, to the City of Norton as requested, that may be necessary in connection with the grant.
10. Participating agencies agree to promptly return any equipment or deliverables that are received in error to the City of Norton.
11. The grant awards the City of Norton an Aerial Apparatus to be used by the participating agencies upon request for Mutual Aid.

## **TERM AND TERMINATION**

This MOU shall be effective on the date of the last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.



### **GUIDELINES**

In performing its duties, responsibilities and obligations pursuant to this MOU, each participating agency agrees to adhere to the requirement standards set forth in the AFG Program grant guidance and Federal OMB Circular A-133 as applicable.

### **RECORDS**

1. Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to public disclosure pursuant to the Virginia Freedom of Information Act (FOIA), located in § 2.2-3700 et. Seq. of the Code of Virginia, which guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees. A public record is any writing or recording – regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format – that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.
2. Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of the grant agreement for a period of five years from the close-out date of the grant agreement, and shall allow the City of Norton and Department of Homeland Security access to such records upon request.

### **EXECUTION**

This MOU may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same MOU.

### **INSURANCE OR SELF-INSURANCE**

Each participating agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, worker's compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other participating agencies forty-five (45) days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

### **INDEPENDENT CONTRACTOR**

The MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime

payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the State unemployment insurance law.

### **INDEMNIFICATION**

Each participating agency shall each be separately liable and responsible for the actions of their respective officers, agents, and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold the City of Norton, its officials, agents, servants, and employees, harmless from any and all liability, actions, cause of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of any participating agency or its employees, and each participating agency shall indemnify the City of Norton, its officials, agents, servants and employees, for damages, judgements, claims, costs, expenses, including reasonable attorney's fees, which the City of Norton, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of any participating agency or its employees. For purposes of this provision, each participating agency's employees shall not be deemed agents or servants of the City of Norton and City of Norton employees shall not be deemed agents or servants of each participating agency.

To the extent permitted by law, the City of Norton shall indemnify, defend, and hold each participating agency, its officials, agents, servants and employees, harmless from any and all liability actions, causes of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the City of Norton or its employees and the City of Norton shall indemnify each participating agency, its officials, agents, servants and employees, for damages, judgements, claims, costs, expenses, including reasonable attorney's fees, which each participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the City of Norton or its employees. For purposes of this provision, the City of Norton employees shall not be deemed agents or servants of each participating agency and each participating agency's employees shall not be deemed agents or servants of the City of Norton.

### **GOVERNMENTAL IMMUNITY**

All participating agencies are municipal corporations. Each participating agency agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the Commonwealth of Virginia to be sued by third parties in any matter arising out of this MOU or any other contract.

### NOTICES

Any and all notices given or required under this MOU shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO:

City of Norton Fire Department  
Fire Chief – Grant Administrator  
Post Office Box 618  
Norton, Virginia 24273

or to such other address as the City of Norton may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

### MISCELLANEOUS

#### 1. COMPLIANCE WITH LAWS

The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing their duties, responsibilities, and obligations pursuant to this MOU.

#### 2. JOINT PREPARATION

The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other parties.

#### 3. APPLIABLE LAW AND VENUE

This MOU shall be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Virginia. Venue in any proceeding or action among the parties arising out of this MOU shall be in Wise County, Virginia.

#### 4. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.

## 5. ENTIRE AGREEMENT

This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether verbal or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

## 6. SEVERABILITY

Should any part, term or provision of this MOU be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

## 7. UNCONTROLLABLE FORCES

Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

None of the parties shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other parties describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this MOU.

## 8. ASSIGNMENT

Participating agencies shall not assign or transfer their rights, title or interest in the MOU.

## 9. SIGNATORY AUTHORITY

Each participating agency shall supply the City of Norton with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.



## 10. NO THIRD-PARTY BENEFICIARIES

The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the Commonwealth of Virginia to be sued by third parties in any matter arising out of this MOU or any other contract.

## 11. CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way affect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

## 12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

## 13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, expressed or implied, pursuant to this MOU, to bind the other participating agencies to any obligation whatsoever.

**IN WITNESS HEREOF, the participating agencies execute this instrument on the date(s) shown below:**

**Town of Big Stone Gap Fire Department**

\_\_\_\_\_  
Town Manager

**Date:** \_\_\_\_\_

**Town of Coeburn Fire Department**

\_\_\_\_\_  
Town Manager

**Date:** \_\_\_\_\_

**City of Norton Fire Department**

\_\_\_\_\_  
City Manager

**Date:** \_\_\_\_\_

**Town of Pound Fire Department**

\_\_\_\_\_  
Town Manager

**Date:** \_\_\_\_\_

**Wise Fire Department**

\_\_\_\_\_  
Fire Chief

**Date:** \_\_\_\_\_

**2019 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM  
REGIONAL GRANT APPLICATION  
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereafter “participating agencies”):

Coeburn Fire Department – EIN – 54-6001225  
Norton Fire Department – EIN – 54-6001476  
Norton Rescue Squad – EIN - ??-??????  
Pound Fire Department – EIN – ??-??????  
Wise Fire Department – EIN – 54-6001686

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies listed above.

**WHEREAS**, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grant (AFG) Program; and

**WHEREAS**, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG Program; and

**WHEREAS**, the Town of Coeburn has been selected through this MOU to be the host agency to file a regional AFG grant application (the “Application”) on behalf of the participating agencies, and

**WHEREAS**, the Town of Coeburn has been selected through this MOU to administer the 2019 regional AFG Program grant award and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

**WHEREAS**, the Town of Coeburn agrees to serve as host agency for the procurement and disbursement of all equipment received under the AFG Program grant award in the event of approval; and

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

**PURPOSE**

This MOU establishes the relationship between the participating agencies for participation in a 2019 Regional Assistance to Firefighters Grant (AFG) Program grant award in the event of approval of this application.

## **PROCEDURES**

1. The Town of Coeburn will serve as the host agency to submit a 2019 regional AFG Program grant application and serve as grant administrator for the participating agencies in the event of approval of the Application.
2. Pursuant to the AFG Program guidelines, all items approved under the Application will be procured and administered through the Town of Coeburn in the event of approval of the Application.
3. The Town of Coeburn agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide the Town of Coeburn Fire Department with this information on a timely basis to remain in compliance with the requirements of the grant.
4. The participating agencies agree to accept the 2019 regional AFG Program grant award and accept their respective items as listed in the AFG grant application in the event of approval.
5. The participating agencies agree to provide the required cash match in the amount of 10% of the total cost of their requested items as detailed in the grant application as required under the regional AFG Program grant guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from the Town of Coeburn, in advance of equipment procurement or purchase.
6. In the event of a reduced award, the participating agencies agree to accept this amount and provide a 10% cash match on the total reduced award amount of their approved items.
7. Any expenditure beyond the grant award for an agency's approved item(s) remains the sole responsibility of that agency.
8. The participating agencies agree to allow the Town of Coeburn to procure and distribute their respective assets if awarded under the regional AFG Program grant.
9. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, the Town of Coeburn will coordinate this training.
10. The participating agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant agreement.
11. The participating agencies agree to promptly provide any additional documentation, to the Town of Coeburn as requested, that may be necessary in connection with the grant.

12. Participating agencies agree to promptly return any equipment or deliverables that are received in error to the Town of Coeburn.
13. The grant award to each agency is as follows:

Department	Mobile Dash Mount	Mobile Console Mount	Portables
Coeburn Fire			
Norton Fire			
Norton Rescue			
Pound Fire			
Wise Fire			
<b>Totals:</b>			

### **TERM AND TERMINATION**

This MOU shall be effective on the date of the last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.

### **GUIDELINES**

In performing its duties, responsibilities and obligations pursuant to this MOU, each participating agency agrees to adhere to the requirement standards set forth in the AFG Program grant guidance and Federal OMB Circular A-133 as applicable.

### **RECORDS**

1. Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to public disclosure pursuant to the Virginia Freedom of Information Act (FOIA), located in § 2.2-3700 et. Seq. of the Code of Virginia, which guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees. A public record is any writing or recording – regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format – that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.
2. Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of the grant agreement for a period of five years from the close-out date of the grant agreement, and shall allow the Town of Coeburn and Department of Homeland Security access to such records upon request.



### **EXECUTION**

This MOU may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same MOU.

### **INSURANCE OR SELF-INSURANCE**

Each participating agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, worker's compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other participating agencies forty-five (45) days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

### **INDEPENDENT CONTRACTOR**

The MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the State unemployment insurance law.

### **INDEMNIFICATION**

Each participating agency shall each be separately liable and responsible for the actions of their respective officers, agents, and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold the Town of Coeburn, its officials, agents, servants, and employees, harmless from any and all liability, actions, cause of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of any participating agency or its employees, and each participating agency shall indemnify the Town of Coeburn, its officials, agents, servants and employees, for damages, judgements, claims, costs, expenses, including reasonable attorney's fees, which the Town of Coeburn, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of any participating agency or its employees. For purposes of this provision, each participating agency's employees shall not be deemed agents or servants of the Town of Coeburn and Town of Coeburn employees shall not be deemed agents or servants of each participating agency.

To the extent permitted by law, the Town of Coeburn shall indemnify, defend, and hold each participating agency, its officials, agents, servants and employees, harmless from any and all liability actions, causes of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the Town of Coeburn or its employees and the Town of Coeburn shall indemnify each participating agency, its officials, agents, servants and employees, for damages, judgements, claims, costs, expenses, including reasonable attorney's fees, which each participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the Town of Coeburn or its employees. For purposes of this provision, the Town of Coeburn employees shall not be deemed agents or servants of each participating agency and each participating agency's employees shall not be deemed agents or servants of the Town of Coeburn.

### **GOVERNMENTAL IMMUNITY**

All participating agencies are municipal corporations. Each participating agency agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the Commonwealth of Virginia to be sued by third parties in any matter arising out of this MOU or any other contract.

### **NOTICES**

Any and all notices given or required under this MOU shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO:

Town of Coeburn Fire Department  
Fire Chief – Grant Administrator  
Post Office Box 370  
Coeburn, Virginia 24230

or to such other address as the Town of Coeburn may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

### **MISCELLANEOUS**

#### **1. COMPLIANCE WITH LAWS**

The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing their duties, responsibilities, and obligations pursuant to this MOU.

## 2. JOINT PREPARATION

The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other parties.

## 3. APPLIABLE LAW AND VENUE

This MOU shall be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Virginia. Venue in any proceeding or action among the parties arising out of this MOU shall be in Wise County, Virginia.

## 4. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.

## 5. ENTIRE AGREEMENT

This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether verbal or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

## 6. SEVERABILITY

Should any part, term or provision of this MOU be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

## 7. UNCONTROLLABLE FORCES

Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of



reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

None of the parties shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other parties describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this MOU.

#### 8. ASSIGNMENT

Participating agencies shall not assign or transfer their rights, title or interest in the MOU.

#### 9. SIGNATORY AUTHORITY

Each participating agency shall supply the Town of Coeburn with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.

#### 10. NO THIRD-PARTY BENEFICIARIES

The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the Commonwealth of Virginia to be sued by third parties in any matter arising out of this MOU or any other contract.

#### 11. CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way affect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

#### 12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

### 13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, expressed or implied, pursuant to this MOU, to bind the other participating agencies to any obligation whatsoever.

**IN WITNESS HEREOF, the participating agencies execute this instrument on the date(s) shown below:**

**Town of Coeburn Fire Department**

\_\_\_\_\_  
Town Manager

**Date:** \_\_\_\_\_

**City of Norton Fire Department**

\_\_\_\_\_  
City Manager

**Date:** \_\_\_\_\_

**City of Norton Rescue Squad**

\_\_\_\_\_  
Captain

**Date:** \_\_\_\_\_

**Town of Pound Fire Department**

\_\_\_\_\_  
Town Manager

**Date:** \_\_\_\_\_

**Wise Fire Department**

\_\_\_\_\_  
Fire Chief

**Date:** \_\_\_\_\_



# Inter-Office Memo

**To:** Mayor and City Council  
**From:** Fred L. Ramey, Jr., City Manager *FR*  
**CC:**  
**Date:** March 13, 2020  
**Re:** SRO Grant Application – J. I. Burton


---

The City of Norton may not be eligible to reapply for a grant that will renew funding for a School Resource Officer at John I. Burton High School for an additional year. The City Administration plans to provide City Council with a brief update of this program and request authorization to apply for any available funding.

Thank You.



# Inter-Office Memo

**To:** Mayor and City Council  
**From:** Fred L. Ramey, Jr., City Manager   
**CC:**  
**Date:** March 13, 2020  
**Re:** SRO Grant Application – Norton Elementary & Middle School

---

The City of Norton is eligible to reapply for a grant that will fund a School Resource Officer at Norton Elementary & Middle School for an additional year. The City Administration plans to provide City Council with a brief update of this program and request authorization to reapply for funding.

Thank You.



*Judy K. Miller*  
*Commissioner Of The Revenue*  
*City of Norton*

*P.O. Box 347*  
*Norton, Virginia 24273-0347*

*Phone (276) 679-0031*  
*Fax (276) 679-3510*

**Date:** February 27, 2020

**To:** Barbara Muir  
 Treasurer, City of Norton

**From:** Judy K. Miller *JKM*  
 Commissioner of the Revenue

**Subject:** Refund/PP  
 Tax year: 2019

<u>Name</u>	<u>Year</u>	<u>Reasoning</u>	<u>Refund Amt.</u>
Hyundai Lease Titling Trust P. O. Box 4747 Oak Brook, IL60522-4747	2019	PPTRA was not applied	\$229.40

If you need any additional information, please let me know.

Thanks.

cc: Fred Ramey  
 City Manager